

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is between **DAVID J. BEAN and CHERYL L. BEAN**, husband and wife, and **DAVCHER LTD** (hereinafter referred to as "Grantor"), and **MATTHEW CHAMBERLAIN and LISA CHAMBERLAIN**, husband and wife, (hereinafter referred to as "Grantee").

- A. Grantor is the owner of real estate and improvements located in the Township of Viroqua, Vernon County, Wisconsin and legally described on EXHIBIT A attached hereto. ("Parcel A")
- B. Grantee is the owner of real estate and improvements located in the Township of Viroqua, Vernon County, Wisconsin and legally described on EXHIBIT B attached hereto. ("Parcel B")
- C. Grantor desires to grant to Grantee an easement for ingress and egress to Parcel B. Said easement is legally described in EXHIBIT C ("Easement Area") attached hereto and depicted in the map attached hereto as EXHIBIT D.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. **Grant of Easement.** Grantor grants a perpetual easement and right-of-way to Grantee for vehicular ingress and egress on, over and across the easement property described in Exhibit C.
- 2. **Permitted Users.** The easement granted in Section 1 may be used by all current and future owners of Parcels A and B, and their employees, guests, invitees, contractors, successors, and assigns.
- 3. **Maintenance.** At all times, the Easement Area shall be maintained in good condition and repair. The ongoing costs of access, maintenance, and snow removal will be shared equally by both parties. Any necessary maintenance, and any costs associated with said maintenance, will be mutually agreed upon by the parties as needed.
- 4. **Covenants Run with the Land.** All of the terms and conditions contained in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, successors and assigns.
- 5. **Non-Use.** The non-use or limited use of the easement rights granted herein shall not preclude Grantor and Grantee from later use of the easement rights to the fullest extent authorized herein.
- 6. **Indemnification.** Grantor and Grantee shall indemnify the other from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, brought because of any injuries or damages received or sustained by any person, persons or property on account of or arising out of the exercise of any easement rights contained herein.
- 7. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed or modified except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the Office of the

Register of Deeds of Vernon County, Wisconsin. This Agreement may be terminated only by unanimous written consent of the owners of Parcel A and Parcel B.

- 8. Governing Law.** This Agreement shall be construed and enforced under the internal laws of the State of Wisconsin.
- 9. Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send the notice, the party sending the notice may use the address to which the other party's real estate tax bills are sent. Either party may change its address by providing written notice to the other party.
- 10. Invalidity.** If any term or condition of this Agreement or the application of this Agreement to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- 11. Waiver.** No delay or omission by either party in exercising any right or power arising out of any default under the terms or conditions of this Agreement shall be construed to be a waiver of this right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions in this Agreement.
- 12. Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the other party.
- 13. Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public. However, if the Township of Viroqua determines it prudent or necessary to establish the Easement Area as a valid town roadway in the future, Grantor and Grantee, their heirs, successors and/or assigns hereby agree to cooperate fully with all Township actions and shall not unreasonably interfere or encumber the Easement Area.

GRANTOR/PARCEL A OWNER

DAVID J. BEAN

CHERYL L. BEAN

DAVCHER LTD

DAVID J. BEAN,

CHERYL L. BEAN,

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me this ____ day of _____, 2020 the above-named DAVID J. BEAN and CHERYL L. BEAN, in their individual capacities and as representatives of DAVCHER LTD, to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of _____
My commission expires: _____

GRANTEE/PARCEL B OWNER

MATTHEW CHAMBERLAIN

LISA CHAMBERLAIN

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me this ____ day of _____, 2020 the above-named MATTHEW CHAMBERLAIN and LISA CHAMBERLAIN, to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of _____

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

THE FOLLOWING IS A LEGAL DESCRIPTION OF THE PROPERTY DESCRIBED IN THE ATTACHED INSTRUMENT, TOGETHER WITH A SUMMARY OF THE INSTRUMENT'S TERMS AND CONDITIONS. THE INSTRUMENT IS A DEED OF TRUST, DATED 10/1/2010, AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT.

EXHIBIT B

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. (????), recorded in Volume ?? of Surveys, Page ??, as Document Number ???, being a part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 13 North, Range 4 West, Town of Viroqua, Vernon County, Wisconsin.

EXHIBIT C

LEGAL DESCRIPTION

A 66.00 foot wide access easement for ingress and egress, located in the SW 1/4 of the NW 1/4, NW 1/4 of the SW 1/4, SW 1/4 of the SW 1/4, Section 17, T13N—R4W, Town of Viroqua, Vernon County, Wisconsin, recorded as Document No. :described as follows: Commencing at the West 1/4 corner of Section 17, thence N 46°12'06" E 776.09 feet to the South line of Parcel "E" as described in Document Number 473208 and the point of beginning of this easement description: thence, along said South line, N 82°52'50" E 63.05 feet to the West right—of—way line of Marley Lane; thence, along said West right—of—way line, S 06°05'37" E 33.01 feet; thence, continuing along said West right—of—way line, S 00°11'22" E 33.24 feet to the northwest corner of Parcel "F" as described in said Document Number 473208; thence S 00°10'28" E 152.79 feet to the southwest corner of said Parcel "F"; thence S 04°13'23" W 372.37 feet; thence S 06°00'35" W 569.89 feet; thence S 00°09'42" E 843.12 feet; thence S 89°50'20" W 84.00 feet to the East right—of—way line of Duncan Lane; thence, along said East right—of—way line, N 00°09'40" W 16.00 feet; thence, continuing along said East right—of—way line, N 55°22'59" W 87.66 feet; thence N 89°50'20" E 90.00 feet; thence N 00°09'42" W 780.68 feet; thence N 06°00'35" E 572.42 feet; thence N 04°13'23" E 368.81 feet; thence N 00°10'28" W 208.70 feet to the point of beginning of this description. Subject to any easements, covenants and restrictions of record.

